inod by Judge Flandron. nd wanted me to break b on his claim on Angl rked out where it was an that there was some (mbe breaking the same, he said, also, the

James Emmons bad a claim beside bi

and take up claims at the salves of crossing and the mean three cases and the police could be the could be the could be the country of the co

sing between the courses of the balance of THE HESMARCK TRIBUTE GO. sed to me about taking a claim

Butheriptions payable hardely produced

MANDE PLANATION.

There were some inaccuracies, trifling to the general reader, but perhaps important) to the parties interested, in the Fareure's explanation of Bismarck under arrest," which appeared in our supplement last week. The process was regularly served by Deputy U. S. Marenal Edgerly, and the writ of reprevia ran against J. H. Burdick, U. S. Marshal, and was served upon Mr. Edgerly as his deputy. The oats were seized the same day that they were taken from the Express office, instead of some days afterward, as we had supposed. But Major Carland, who made the complaint out of which grew McLean's arrest, ap peared before Commissioner Jackman and under path explained that he caused his arrest only because that seemed to be the best way to reach other par ties; that he did not believe McLean was guilty of any intended wrong, or was in how way implicated in stealing the property; yet be was bound over as stated last week, not because there was any evidence against him, but probably because it was necessary to asustain Jackman's Minneapolis Tribung story.

Many arrests were made, and some of the parties arrested will probably find Mat the evidence is conducted against them. But these were not the parties mentioned by Sackman in retailing his elander to the reporters. His object seems to have been! to injure the town and the particular malificiate passed, and so the whole city was represented as being under bonds for stealing gavernment property; but bimstory, in its dior is called to meet at St. Paul on the Takin features, and in the impressions of the of July conveyed, was as false as it was malicious; and the only object; of the Tainunit's article lastiweek was to currect it.

ferred the true direct testimony is the davit was staten evidence

A number of members of the Ben Andrews Black Hills party, recently captured have joined in a card denouncing the Bidas City winte to the Black Plins. which they were induced to take, as cheat and a fraud. The country highs by the Governor for facting and prayer that route is represented to be almost on their account and went ever to Kanimpassable, while on their return they sas found a very favorable route vis the Niobrare to Xankton. Persons who go to ditionally to Miss Irene Rucker, daugh-the Black Hills will find that, saids from Quartermaster General, in Chicago, on The route via Bismarck, the Yankton the 2d inst. to travel. The Bismarck route, however is from seventy-five to one bundred miles shorter than the one via Yankton and is in every way preferable for those going from Minnespta, Wisconsin, Michigan, Merthern Illinois, and the Eastern States Se soon at the country is open the Northern Pacific Railroad will make such concessions as will land the Black Hillers at Bismarck is chown as Athey can reach any other point on the Missour river, while the certainty of the construction of the Northern Pacific west of the Missouri next estason will be a big element and favor of the Bismarck route, as it will give disappointed or disgusted gold seekers, should they meet with disappointment, ready empleyment of the line of the road Tuns within one hundred miles of the Black Hills, and its construction will necessitate the establishment of military pests west of the Missouri, the extension of telegraph lines, etc., while it will give supplies to those having money at reasonable rates, and employment to the "dead broke" and disgusted ones.

Gen. Sherridan gave a grand blow out to his bachelor friends at the Grand Pacific the night before his marriage, and his bachelos friends showed their appreciation of his hospitality by presenting him with a thousand dollar set of plates.

The dolans at Washington declined to alen the treaty prepared for then tensitie they would go home and talk and their people and send word back as to their conclusion. They want commission of six appointed to confe

Gow Pounington, Judge . Kidder, and Gen. Beadle now in Washington looking after the interests of Dakora in the Black Hills matter, have submitted a strong statement of the rights and in terests of Dakota, insisting on the opening of the Black Hills and the right of way from Bismarck, Yankton and other points on the Missour Black Hills.

Mr. Broadwater, who spent some days at Bismarck on his return to Heleha, says the people of Montana are ju thisat over the successful managemen of the Carroll route this season. They received freight at Helena 12 days before a boat arrived at Benton, and he mense quantities of freight will arrive to be forwarded by this route. About one thousand tone have been forwarded for the Diamond R this geason but the Key West takes all there is here on her third trip leaving Saturday.

NOTES AND NEWS.

The Beecher trial is now on its 190th

Mrs. Capt. Spaids suicided at Yank

Hattie Russell, who shot Pugsley was ween itted.

Gen. McDowell will spend the summer at Frontenac, Minn. Severe frosts were reported in South

ern Minnesote on the third. The personal estate of the late Gen. Shiras prebates \$690,000.

Hail stones measuring 21 inches is dismeter werp reported at Omaha re-

The Minnesoth Demberatic Conve

A recent among of Black Hills gold at Omnha shows it to be worth \$19:47 per troy ounce. Gold as fine as this, the Herald says, is found in Australia and in the Fair Play mining district in Col-

The Gordon party of Black Hills ad-venturers were released and arrested a second time when Gen. Sherridan's order to burn the wagons, destroy the cutilts, and confine the leaders at the nearest military post was literally complied with, or les

Gen. Sherman's "Memoirs of the War for the Suppression of the Rebellion" are sharply criticised in every direction and especially by the friends of Stan-ton and Gene. Thomas, Hooker, Logan and Blair all of whom are handled severely by Sherman.

Attorney Gen'l Pierepont decides that "no statute makes a breach of the provisions in the Sions treaty in offense against the United States," therefore to invade the Black Hills is no violation of law, and those invading can not be punished.y. There are those who wonder what the government is going to do about it if they do go. Judge Shannon discharged Salis, who refused to sign the parole offered by the military, for want of jurisdiction.

Cross con the state of the state of the lack

Conclusion of the Justine Hennofin Evidency of The Confield Organization as at the Pupe Sound Orthogod Montes are being the Language of the Pupe Sound Confield of the Pupe Sound Confi

The PRIBURE for the past month has

been monopolized by townsite evidence to the exclusion of almost all other matter. To uninterested parties it has, no doubt, been a fearful bore; but so many were interested that we deemed it our duty to publish it in full and accordingly did so, though we found it much

more of a job than we enticipated. With this issue the test.many is con-

Citided:

John Sentry sworn: Beside in Rhanarch; am acquainted with Mr Plummer, the contentant here; have known him by sight since the fall of 1872; to the best of my knowledge and belief he is a diffice of the U.S. be here falling separation of an intention of the U.S. be here falling separation of a wife and two children. I know the tame in controversy between Mr Plummer and Jahuman Mr Plummer first settled upon it about Marchi Shin 1872; He come to me and said he was going to take the claim and advised my sofake one; he color some beliefs and set them on the contacts of the color some beliefs and set them on the contacts of the color some beliefs and set them on the contacts of the color some beliefs and set them on the contacts of the color some beliefs and them with the description of the isofe and he wavging to build there and hold it, the citim was one belief and he wavging to build there and hold it, the citim was one and if there had been we went if over the citim he took, there were no improvements, there was none and if there had been we could have been the digity in displate, there were no improvements on it at the time, we could have see any halters on the eighty in contest to indicate that it was leadened. Af Trummer too team and hauled some logs on the citim and built a shall on it. It may have been a week storwards and it may have two weeks to week thouse up toward the last of April. I helped put up the house in toward the last of April. I helped put up the house in the said of the faller part of April or 180 this house, in the last of the house and staff in 1875, there was read that it is a faller before he will be a good them from the said of the my before he will be a good them from the said of them in 1875, there was read if the delity in contests of the case eighty be had some ground a plowed in the fall in contest for its of the power wookally. As some spiring, between the hand some plants are on the said in the fall the house is a faller to some rails are fall to be one to the fall to the The sons of Stephen A Douglas have them being the bid been and the poor the property of the sons of Stephen A Douglas have them being the property of the sons of Stephen A Douglas have them being the property of the sons of Stephen A Douglas have them being the being been a property of the sons of Stephen A Douglas have them being the being the property of the sons of Stephen A Douglas have them being the being the been thought the property of the sons of th

The sons of Stephan A Douglas have recovered a judgment, for \$267,800 against the U.S. on an old outcome the said and the

acquisinger with Mr Promiser and Jackman, the par-tics to this contest, have known that since the spring of 1972. Errow the land in donstyversy; any sint well oblight inequalitated with six independent by the first since any well acquisinted with six independent springer, any well acquisinted with six independent springer with a great sharey therein there is the theaster of same 1972; if was about the 1st of Jane when P first went on the land; where first of Mr Primmer volatising the land in the mouth of March 1670; he cold me he had taken in distinct there and spoke to me about having long she helphy that we belle a cabbri this was in the mouth of March am not positive as to be exact date; my patteer. Mr Soott, went, at my request, so help him. Know personally of the work. This was about two weeks after the long were hauled and about the middle of April, the house was on the 30 in con-test between Mr Jackman and Mr Plurmer; saw no improvaments on this Sp before Plummer's house was as the little such in the laster. test between Mr Jackman and Mr Plummer, saw no improvements on that 30 before Plummer's house was built, there were improvements in a little gulch made by Jakkman in 1873 on the quarter west of the land new in dispute. The house and improvements made by Jakkman in 1873 are not on the land claimed by Tunmer; the land claimed by Jackman may have extended into the land claimed by Flummer, the land claimed by Flummer, disknown when these before extended into the land claimed by Flummer, disknown when the land claimed by Flummer, disknown exact location of Jackman's chief flum before strey; Jackman's improvement, to the best of my know exact location of Jackman's chief these that the same of the land when the same was the limit in the land when the land when the land when the land of the land

know this from hearney never having heard Jackman or Richards my anything about it

Cross examined by Mr Taylor:—Saw Planmer's

of April or 1st of May; he made the first improvements on the SW; of 32 sometime in May 1875.

Oress Examined:—Thins Jackman came with the first parties who came through after communication

Earned Briting was called.

The attorney for Bitting offered formal proof, and at application to prove up at the proper time, Geo A Joy and Samuel Bitting joined in the amdayit offered

The coursel for Jackman objected to the reception of the proof offered in support of the alleged preemption right of Samuel Bitting to the Si SWI sec.
SZ, T 136; K 30, for the reason that it appears therefrom, that the applicant himself is a witness therefrom, that it does not appear that any occupancy or possession of the said land has heretofore been had by the said Bitting, and, as he does not apply to preempt at this time, he cannot be made a party to the
application of John J Jackman to prove up on the
said land for the reason that his alleged settlement
and pre-emption right and his filing thereunder is
subsequent to that of Jackman. Objection, however,
as to form of proof are waived.

In reply to the last objection the counsel for Bitting
offers a cepy of the notice for this hearing, claiming
that Jackman having appeared under this notice other
notice was waived.

is a ring wountarily by Meagers. Sanborn and Tay lor who filed a motion in his behalf, relating to the application of the corporate authorities of the city of Bismarck to enter as a townsite the Si of SE2 sec. 32. Time a townsite the Si of SE2 sec. 32. Time a townsite the Si of SE2 sec. 32. Time a townsite the Si of SE2 sec. 32. Time a townsite the substitution of the side in writing, and is concerned, for the reason that the said Hanana had dury entered the said fand, which entry was considered to the said fand, which entry was constant to the states from Main street north to the horizontal states. had duly entered the said fand, which entry was confirmed by the Department of the Interior as appeared
from letter G of the Commissioner dated May 7th
1875, and for the further reason that there are no
townsite improvements on the fand and there never
has been and it has never been platted and for the
sileged reason that the resolutions purporting to
have been adopted by the diff council under which
the filling of the corporate authorfles was made never
were inside in fact but were fraudulent, and for the
reason that the townsite filling made by the County
Judge which is now being pushed as being in full
force and effect did not and does not include the said

taid.

The corporate authorities objected to so much of said motion as alleges want of notice. Havain having appeared generally in the case, which is admitted by his counsel, and further that an to the other statements they are matters to be proven, and Tarther that the letter G of the commissioner does, not confirm the said entry but on the contrary throws the matter open to investigation as to air parties in conflict.

The records in Hamilain's case are treated as in evidence, therefore mode is othered, and the case is

The records in Flanishit's case are treated as in evidence, therefore mode is infered, and the case a regreted.

Arrandom season.

Thomas R. Cannell' sit behalf of the corporate distriction in vehicles of all the ensist, stooms.

This President of the Link Superior & Paget Sound Company and a Director in the Northern Pacific R. R. the L.S. E.P.S. Owns organized, generally for the location of townsites stong the line of the N.P.R. R. Oo. and intended to be an audithry to it, the stockholders in the other, I came on behalf of the paget Sound Company to select townshie is the Northern Pacific Company to select townshie is the Northern Pacific crossing of the Missouri river, under the flags superior of the L.S. P.S. Oo. arthring here large so to be company. Gen Romer, with me as attorney for the Company. Gen Romer, with me as attorney for the Company of the R. P.R. Was with me, also by Thayer, no man carried in hypothy for the barries of helding and making improvements on the tand I should select while here I rejected for a sown size the faind on which Shimarck the new signature states in the state of the company of the company of the company of the state of the sound and the state of the selection on the lath of May 1992 a fact while the faind on which Shimarck the new signature of the compine of the swings the townske on the lath company of the state of the compine of the written instructions with sweet as to mapping and completing the survey compensed. In All Per written instructions with sweet as to mapping and completing the survey compensed. In All Per written instructions with sweet as to mapping and completing the survey com-

I never used or threatened to use any reagainst any parties to this contest in regard to
against any parties to this contest in regard to
claims; had some words, or a slight altercation
Mr Joy in regard to lot 13 block 52; the diff
originated in this way; when Mr Joy came to
marck, about nugast let, 1872, he came to m
said he wanted to camp somewhere in town
pointed out a place about the corner of Meig
th Street, and asked me if he would be treep
if he cameed there neall he cantel look about in the middle of the street, I went to him and thin he must not dig a hole there, because it was in the middle of the street, and we could not have hales in the street for people to fall lato, nor could we have the streets obstructed; a day or two after that I saw that he had hauled some logs or poles there; I asked him what he was going to do with them and he said he should build a house on that corner lot, lot 12 block 6%; I told him that lot was sold to fur connors, to put a meat market on, who was there ready to build; he told me he did not believe it was sold, and he believed I told him that because I didn't want to let him have a corner lot; we had some words; he said he should put up a house, and I told him if he did I should remove it, but I made no threats of personal violence; afterwards I sent him a written notice which, endersed by the party who served B, was offered in evidence. In reference to threatening other pre-emptors I would state; I was then the attorney for the Northern Pacific Railroad Company, and most of my time that summer was spent in attending to their business; when the outractors commenced work upon the construction of the railroad near the Missouri river, they found all the timber land, excepting the military reservation, within a distance of many miles, claimed by squatters, when the constructors went into the timber to get material to constructors went into the timber of get material to construct the road they were driven out by force and threats, and were refused timber except on paying

ern bondaries of section four yer's set and had been for wome timet they had all been set prior to the 22d of Jupe, 1972; at the time I had this alterealism with Joy, which he was about executing his source, there were's dozen or differen and, perhaps, (seem's flownshed by Joy, Joy's house is built upon Jot 12 block 62; it set back a little from Pourth speet. On the corner of Fourth and Medga: he has set his fence poist with reference to the line of the street.

As to Product's case. When I sold the lot to Proctor, and he compered his improvements, he exected his building on the lot I sold him, and with reference to the line of the street. As to Proctor, and he compered his improvements, he exected his building on the lot I sold him, and with reference to the time of the street; that we had the process of the street in the street when he bought this lot of me, at that the there were 15 of 30 time in the street in the street in the street when he bought with he and street, he wanted to street when he bought with he and the would take it that the wanted to street he stone an assessment in the street in the street was to lot in the street in the street was to lot in the street in the street was to lot in the street in the street how in the street in the street he street was the street he would take the street he street was to sone street in the street he street in the street he

sortof sheltertent, made perhaps of poles and canvaes; his camp was set up in the street I think; his first

IMPERFECT PAGE

toward him; did give him paraisses as the policy of the po

be trespassing over there; did not go with the United States Marshal and interview him, and threaten to use personal volence if he did not use the presence; did threaten to move the building; dot the building but the part of the building has had commenced; finic but the part of the building has had commenced; finic laid to him if I could not get him off the legal authorities would; might have said the Marshal would de it, or that the Sheris would; never threat ened him with personal violence; did not use the words "Joy I do not year to kill you, but if you do not leave! shall have to use violence, did not use the words "Joy I do not year to kill you, but if you do not leave! shall have to use violence" nor any words of like import; think I run the lines and set the stakes on the line of the street sometime in May, am certain as to the time: Joy was not here; I run these lines in May and Joy did not come here until July; think I reset stakes that Joy or some one pulled up and I scolded him about it; accused Joy of it and told him they had no business to use the stakes to picket the horses to, as they were so used sometimes.

Crossexamined by Mr. Taylor—The men employed by the L S & P S Co in 1872-8 were Joseph Pehnell, Wm S Young, J B Colby, E A Burns, Edward Powers, Cary H Ireland, Samuel H Lillie, A D Prescott, a Mr Purcell, Archie McMurdle, Henry Buckner, Geo Beardslee, Wm Frackleton, am not certain about Frackelton; Samuel Townsend, Horace P Boge, Richard Farrell, Robert A Farrell, Mason Martin; I don't think Charles Stoddard was so employed; Wllson J Oraw Chas Anderson, Levi H Melton, Nells Bystrom, Cornellus Collins, R D Jennings; John A Stoyell, E A Williams, and others.

An abstract of declaratory statements at the Fembina land office, now Bismarck, was then offered in evidence, whereby it appears 24 of the persons name

An abstract of declaratory statements at the rem-bina land office, now Bismarck, was then offered in evidence, whereby it appears 2: of the persons nam-ed above by the witness filed declaratory statements during the time of their said employment, also the record of entry under the pre-emption act of 1841 by Cary H Ireland, Harace P Boge and Wm Frockelton of the tracts included in their several declaratory

I did not say Collins was to hold a claim; he was I did not say Collins was to hold a claim, he was not to hold a claim; there was a written agreement on Collins' part to relinquish; on his part it was in writing; the only agreement with Mr Collins was in writing and was an agreement on his behalf of a nature to estop him from setting up any claims by premption; the agreement was cestroyed at the request of Collins, as he said he wanted to pre-empt some land, and I believe he did file or some land subsequent for that. quent to that. The afterney for Messrs Hackett and Proctor pre.

The aftorney for Messrs Hackett and Proctor previous the above explanation objected to parole evidence, the instrument being in writing.

I did know the names of the persons who drove off contractors; Mr Ben Ash, the present Deputy Marshal, was one of the parties who complained to me. he can probably tell who they were: Dupre was one, I remember, who drove contractors off, I don't remember if anyone was present when I made the bargain with Hackett for a lot. Cornelius Collins afterwards told me he was present, but I don't remember the was present.

remember if anyone was present when I made the bargain with Hackett for a lot. Cornelius Collins afterwards told me he was present, but I don't know whether he was or not; it was in Edwinton, I think on Main street; think he first came to me in Burleigh's headquarters; don't remember whether it was in the morning or evening, forencon or afternoon; I don't remember whether he paid me anything on it; have been a witness several times in this case; don't think I have before testified to the sale of this lot. Prior to November, 1874, Mr Williams represented to me that he was the attorney for Mr Proctor in relation to his claim, and he desired to deal with me as such attorney in arranging a settlement between Proctor as pre-emptor, and the townsite interest. My testimony as to Mr Canfield's meaning was as to what I understood him to mean.

Cross Examined by Mr Jacoby attorny for Mr. Williams—I can't fix the date of the conversation with Williams as attorney for Proctor, think it was in July; he spoke of Hackett's claim, and as being aftorney for him; this was about the time that there was a great deal of talk between Hackett and contending parties about compromising; we talked over terms of compromise for the different parties, including terms of compromise with respect to Hackett, it was in this conversation. Proctor's name was used in relation to a compromise; several other things were spoken of beside compromise; several other things were spoken of beside compromise; he conversation hackett's claim in reference to a compromise, and the same was true of Proctor; Williams Introduced the subject of Proctor's business; the conversation lasted perhaps 20 or 30 minutes; Proctor's claim was spoken of in connection with Hackett's; said I would not compromise with one unless the whole thing could be settled.

S F Lambert sworn:—I know Edmond Backett; relation to a compromise; several other things were spoken of heside compromise in this conversation; I don't remember that he said anything about Hack-ett's claim in reference to a compromise, and the same was true of Proctor; Williams introduced the subject of Proctor's pusiness; the conversation lasted perhaps 20 or 30 minutes, Proctor's claim was spoken of in connection with Hackett's; said I would not compromise with one unless the whole thing could be settled.

SF Lambert sworn:—I know Edmond flackett; he employed me about the last of April or first of May. 1873. to do some breaking for him; the preaking was to be done south of Appile Creek; he said where he wanted to do the breaking was on his claim; think I broke two acres; the same is irrelevant and immaterial and because it the same is irrelevant and immaterial and because it the same is irrelevant and immaterial and because it the same is irrelevant and immaterial and because it the same is irrelevant and immaterial and because it numerical transactions.

he fold me where to do the breaking but I did not break where he told me to, because a man jumped in claim and would not allow me to; tiackett told me to break on next quarter section below it; he said the man had taken his claim and he must take anoth-

me to break on next quarter section below it, he said the man had taken his claim and he must take another; it was in May, 1873, somewhere before the 10th. Oross examined by Mr Taylor—Mr Hackett was living where he does now at that time. Adjourned until 9 a. m. to morrow.

THURSDAY May 27th.

Jus R Turner recalled:—Within the last 10 I have ran the forty lines on the N; of sog. 4. The government sub-divisions are lost 1, 2, 3 and 4 numbered from east to west. The north line of Main street, at its eastern terminus, is on the SE; of NE; of sec. 4, it extends about 59 feet on to the 40; the improvements butting on the north line of Main street would come partly on that 40; some of the improvements situated on the north side of Main street are upon the SW; of NE; of sec. 4; the north line of Main street comes down on this sub-division, about 9 feet at its western extremity.

Cross examination by D. Taylor.—The lines indicated by me on the plat are correct; have not read the statutes of Dakots in relation to surveys and do not know whether I made the survey, according to the statutes, did not myself use the chain or personsilly measure the Ines in making the survey; was there, however and directed the work.

Cross examined by Mr. Jucoby:—No improvements on the north side of Main street are on the E; of SE; of sec. 4; the distance to the first building west of that line.

Re Cross examined by Mr. Taylor:—Don't know

building that was on it near the east line of said subdivision in 1872.

John White secorn.—Reade in Bismarck, am acquainted with Edmond Hackett and have known him
aince 1873; sometime in December 1872 between the
18th, and 20th, know it was before Christmas, I was
going down to Leuis Agardy with Hackett, and he
18th and 20th, know it was before Christmas, I was
going down to Leuis Agardy with Hackett, and he
18th and 20th know it was before Christmas, I was
going down to Leuis Agardy with Hackett, and he
18th was going to move his family
out to me and said he was going to move his family
out there in the spring and start a milk ranche, I believe; that place was between 3 and 4 miles from Bismarck. He did not describe it particularly; he just
pointed it out to me; there was some timber on it.

Cross examined by Mr Taylor:—have known
here en Main street where he does now with his familly since then.

Cross examined by Mr Simmons:—He had his
house built when I came here in August; don't know
what day I come, whether the first, or last of the
month.

Teomas Van Etten sworn.—Know Cornelius

for the purpose and the state of poles and as a sorter shelter ent, made perhaps of poles and accorded to the street 3 think, his first he came was set or the street 3 think, his first



Ans. He did. Sometime about the widdle of March 1872, J H Richards asked me if I would not like to join an enterprise to ge to the Misseri Biver and take up claims at the railroad crossing; I said I would if there was any surely of knowing where the crossing was to be. He then referred me to beke man at being the narty who could give me all the mornation, Jackman told me that he had information direct as to the exact location or point at which the Northern Pacific would cross the Missouri River. He showed me figures of distances and gave a description of a stake called "Tomes stake," situated here on the Missouri river, at the proposed point, of crossing. Was astissied he knew all about it and antered into an agreement with him and other parties to come out here. Those parties were myself, J H Richards, Geo Sambora, can's remember the name of the ôther; (Churchill) he was a civil engineer on the Northern Pacific and had charge of ballasting or loveling the road. There were 5 in all. The agreement was that we should come here and each take up a quarter section of land. The proposition of Jackman was that each should take a quarter section of land. I told him I was unable to do so for the reason that had no money with which to support myself and family while highling land. They said that would make no difference, that all I would have to do would be to take the party out with my team and take in a quarter section and hold it until I could be relieved by one of the party or someone to represent, me. The further agreement was that while one might get a good quarter section and another a poor one, that matter should be equalized after title was obtained from the government by an equal division. They were to deed, each of the other, one-fifth of the land after obtaining title so that each would own one-fifth of the whole. That was the agreement, arrangement and understanding. I brought the party out, not all from the government by an equal division. They were to deed, each of the other, one-fifth of the land after obtaining title so that each would own one-fifth of the whole. That was the agreement, arrangement and understanding. I brought the party out, not all of them; Richards and myself, and Donald McKellan, representing Sanborn, and Chase and Gorey, who were employed by Jackman, one of them was to represent Churchill, the engineer, come on arriving here March 31st 1372; we took up some claims on the first day of April; we hunted for and found the stake Jackman told about; the claim that was called mine was taken on that day, and one by Richards, where this stake was, which proved to be on section by McKellar's selected that day, or the day after, what proved to be on sec. 5. Corry and Chase were left at Jamestown coming on a low days after wards, when we selected claims for the ... Under this arrangement 5 claims were taken one for each member of the firm. The claim taken for me embraced substantially the land now claimed by Jackman, improvements were made on the claim I then took, but they proved to be on 31, we plowed some just before I left; we plowed perhaps 20 furrows—and they may have been D or I rods long, and before that we had spaded some ground and planted some radisties and stuff; when we did this plowing Jackman, Richards and I planted some garden stuff; Jackman arrived about the 10th of May. He was informed as to what had been done; we told him all about taking up these claims; I remained until about taking up these claims; I remained to the land subsequentity claimed by Jackman. The arrangement immediately take posession of the claim he was to immediately take posession of

in chief by corporate authorities on the ground that the same is irrelevant and immaterial and because it purports to narrate transactions occurring prior to the alleged settlement of said Jackman.

Cross examined. Dy Mr. Taylor: —The agreement between myself, Jackman, Sanborn. Richards and Churchill was made at Moorhead, Minn., about the middle of March 1872; I was then holding a claim in Dakota near the Bed River below Fargo; my family lived on the claim on Red River a year or more; since then I have not sold a claim on the public. Jands to Mr. Raymond, have since then taken up the Sket sec. 30 T 139 R 80, and relinquished it to the government selling the improvement to Raymond; Raymond did, pay me a consideration for relinquishing that claim; the consideratios was \$300.

Ques. Have you not singe the sale and relinquishment to Mr. Raymond taken another claim upon the SW1 sec. 4 T 138 R 79.

Objected to as immaterial and irrelevant.

Ans. I have, under the soldiers housestead; think the proper description is saled. Did not offer to come in and testify for Jackman in relation to his pre-emption right for mony but he approached me offering me money to testify in his favor and I reject-

offering me money to testify in his favor and I rejected it, it was about the 2d of May 1874 that he se approached me. at Bignarck, in the street, near the depot; none but Jackman and I were greent; don't know what time a day, whether morning or evening it was oran a wear and proached me. at Bigmarck, in the street, hear the depot; none but Jackman and I were present; don't know what time a day, whether morning or eyening; it was oven a year ago; have not stated in the presence of John Mason within the past 30. days that it lackman, would give me \$30.1 would come in the testify in his behalf or words to that effect; I open applied to Jackman for money, which he refused to give me; Churchill was pever on any of the claim testified to to my knowledge; I left here Man in the latter part of April 1873; during the latter part of April 1873; during the time I living with my family on my claim on the driver; took the team back with me that I brought here, in 1872, it was in John Mason's mason, in Moorbead in the spring of 1873 that I heard, deckman say, he was disgusted; won't be nogity about the exact spot yet think it was there. Within the past 20 days I did not say in the presence of John Mason and others in Mr Mason's place of business in Bigmarck that unites. Mr Jackman made an arrangement with me for my testimosy I should testify against him, and do him all the harm I could, or worsh to that effect; no such conversation or anything of life import occurred either at Mr Mason's or any other place.

**Bed direct: have filed a souldiers doclaratory.

out to me and said he was going to move the family out there is the applied and starts milk ranche. I be lieve, that place was between 3 and 4 miles from Bismarck. He did not describe it particularly; he just pointed it out to men there was some timber on it. Cross examined by Mr. Taylor—have known his tens in the complex incomplex in the land his form by shock then.

Cross examined by Mr. Summons.—He had his house built when I came here in Angus; don't know what day I come, whicher the first or, last of the month.

Tomas Tan Etter sucra.—Know Uornelius Coiline, the witness who was saved in here; have known him since September 1913; and a conversation, with him sometime in 1871—is was after he signed a relinquishment to some land near Bismarch—he mer my him since September 1913; and a conversation with him sometime in 1871—is was after he signed a relinquishment to some land near Bismarch—he mer my him since September 1913; and a conversation with him sometime in 1871—is was after he signed a relinquishment to some land near Bismarch—he mer my him since September 1913; and a conversation with him sometime in 1871—is was after he signed a relinquishment of his filling; there was a building on it before, I conversely the signed of the right of the

Cross emutated by the Schugessa- Mrs Hackett was on the tack six was my rife and they talked about it; the tait grow out of him Hackett wanting the Schugessale of th was; nenever was nerowate trage; he gave a new for the improvements; the note was to be paid if he held the claim a certain time and not to be paid if he didn't; got my information from Mr. Burns who sold him the ctain; Burns is a cook here in town; I never him the claim, Burns is a cook made in cooking in say, the note, it was drawn up on the road and i slept in town; he told me he intended to fix up his house in

him the claim; Burns is a cook have in town; I never saw the note, it was drawn up on the road and salept in town; he told me he intended to fix up his house in town and remain there during the winter.

Cross examined.—When we left Sioux City we both intended to take claims; we expected to make a fortune taking claims; we expected to take claims if we found any to sult us. Hackett's familis, so far as I know, have always resided, since, they came here, where they now reside.

Peter Brasseau evao n.—Beside in Bismarck: have lived here over two years: am acquainted, with Edmond Hackett. Hackett offered to sell me a town lot in the town of Bismarck: am act sure, about, the day of the month; it was in April, 1844; it was lot \$25,00 for the lot.

Cross examined.—This was on the side walk close to Tom McGowan's house: it, was a year last month: Hackett and I alone were there; did not care about a let; at that time I told him I wanted a lot; told, him this the same day he offered to self me a lot; I did not care about the lot but he called me out of Thomas McGowan's siloon and told me if I wanted a lot. Too McGowan's siloon and told me if I wanted a lot. Too McGowan's saloon; it was a law minutes before he called me out that I told him I wanted a lot. Too McGowan's saloon; it was a law minutes before he called me out that I told him I wanted a lot. Too McGowan's saloon is was a law minutes before he called me out that I told him I wanted a lot. Too McGowan's saloon; it was a law minutes were fur Too McGowan's saloon; it old him I wanted a lot. Too McGowan's saloon is was a law minutes were fur to buy a lot of him; did not mean I spoke to him are tabled me out fail told him I wanted a lot. Too McGowan's saloon; it was a law minutes were were just satisfing about lots, me had been speaking to Hackett about.

Re-direct.—I bought this lot of Sweet laid out the townsite

Neigh was there Propies same in audited fivest he wanted, the money hack he had paid him for the lot. Sweet told him he would slate him to the lot. Sweet told him he would slate him back where he was when he sold him the lot. Procion feel him he would so it: Sweet then wrote out a receipt or Bill of sale, for Proctor assigning it hack to him. Practor looked at it audile and said he would not sign that; then Sweet wate out another one: Proctor looked at that and said he would not sign that; he sound to be atrain force was getting the being him: Sweet then told him to get the bill of sale he had given him for the lot and transfer it back to him, an eavast I can receipt, he took from Sweet and transferred it back to Sweet; I forget if I was there when the transcrion glosed: I think Sweet wrote out an assignment on the back: Proctor signed it and the sweet says the money back. A D Prescott came is while we were there, sind of a writing on the back of the receipt, and Proctor, get his money, back, don't pretend to know what that writing was he bransferred it back, there was something mad about title when he demanded his money back, he had the man title averyhody sise had; Sweet told him he granted him to put him in possession again, the same as he was before he sold it: slen't remander whether she had the ward possession was used; I maderstood that was what he wanted: it was sined up between them hy seme sort of writing a transfer on the back of the receipt, and the settlement seemed to be addicted of the receipt, and the settlement seemed to be an addicted of the receipt, and the settlement seemed to be an addicted of the receipt, and the settlement seemed to be an addicted of the receipt, and the settlement seemed to be an addicted of the receipt, and the settlement seemed to be an addicted of the receipt, and the settlement seemed to be an addicted of the receipt.

then by some nort of writing—a transfer on the back of the receipt, and the settlement; seemed to be anticipated to the receipt, and the settlement; seemed to be anticipated to the receipt and the settlement; seemed to be anticipated to the receipt and the settlement; seemed to be anticipated to the receipt and receipt and the receipt and recei

then; understood it was on land chalmed by Richards; know this from heavery never having kenral lackman | me.

except pic empters, who have impressed upon the quarter medical claims are as different Richard I. Connelly, Charles Louis, Richard Uomfort, Thomas Welch, Minacl Rowert, Charles Handway; J. F. Drain, and James Johason. None of these persons were living on this hand when I took it as a pre-empter claim, non for more than a year thereafter.

Re-cross examined: Two of these parties named are living on Main street near my residence.

Re-cross examined: Two of these parties named are living on Main street near my residence.

Re-cross examined: Two of these parties named are living on Main street near my residence.

Re-cross examined: Two of these parties named are living on Main street near my residence.

Re-cross examined: Two of these parties named are living on Main street near my residence in the house on his claim; I saw them there.

Re-cross examined: Two of these parties named are buttal was then taken up.

Remond Hackett; called: Ly did not, hear Mr. Sweet's testimony in religion to the purchase of a lot.

Question: Did you on the Bith; they of July 1873 bargain or buy, or agree to hargain or buy, or purchase of, or through Geo. W. Sweet, the attorney and witness here any lot or parsel of ground simuted up of the NW of Section 4 Town 138 Range 80.

Ane. No sit, not to my knowledge; L don't remomber that I ever had any conversation with him shout buying a lot; shink: I did not; never paid or agreed to pay any consideration for a lot or parcel of land on the NW1 of Section 4 Town 138 Range 80. I know 8. F Lambert who has testified in this one; I did not on the NW1 of Section 4 Town 138 Range 80. I know 8. F Lambert who has testified in this one; I did not the NW1 of Section 4 Town 138 Range 80. I know 8. I know 18 know him: I have not asserted any claim to any land a against the government except the NW1 Section 4 Town 133 Range 800 since I have claimed that Town 133 Range 80 since I have claimed that a pre-amptor: I have written mg. brother awrend times to come here as I had picked out a claim for him on apple Greek: I heard the testimony of Peter Brassesu: I did not in April 1874; or lat day time before or since offer to sell or bargain, with him for any portion of land on the RWT Section 4 Town 138 Range 80, or anywhere pine. I never had at thy time any conversation, with him in relation to lots or land. I bought a shack or some logs on Apple Creek on condition that if I herd the thaim I was to nay for the logsthe condition, was if my brother to pay for the logarthe condition, was if my brother came: I tried to induce my brother to come.

Cross examined:—This brother of mine never come; I am not holding the claim for him yet: the claim was jumped in July, a month after I took it.

by a man named Prescott: I heard Mr. Shaheleh's testimony about my buying a lot from Sweet; it was fall a lie! I never bought a lot from Sweet; it was fall a lie! I never bought a lot from Sweet; therefore it must have been a lie! I intend to say he was mistaken.

testimony just given: I knows man known as Little Joe: I went to his place on Apple Creek on the 12th day of June 1878; he was in a little "day out" on the bank of the Oreek: I stopped there until the 18th: I heard Little Joe say he was putting in a crop, and Mr. Hackett was furnishing the seed, he, was to cultivate and harvest it, and receive half.

The case of Edinating Proceed: Is reducted was here easted.

the Notary Public was of the Notary Public was certified to the 1the time I came here; the tweedom the certificate of John W. Prentons acknowledgement to the instrument which and Proctor spect and Proctor the money see the the sald John W. Program executed to his family was built about the 2d week for R. I was in the office; there was myself Mr sweet and Unaries Appeared present: I think Mongonery and the I was the executed to the sald John W. Sweet, under date, of April and Unaries Appeared present: I think Mongonery and the sald 1873, which has been spoken of the sald 1872. The sald 1873 was there Proctor same in and teld Sweet he was paid him for the left. The sald 1873 which has been spoken of the sald 1873 a nerevest

That certificate is true.

paper was not selected to in Here the case of Joy was rested and his examination bushered it is been entired to his examination bushered and and the case of Joy was rested and the examination bushered and the case of Joy was rested and the examination bushered and the case of Joy was rested and the examination bushered and the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the examination of the case of Joy was rested and the case of the case of the case of the case of Joy was rested and the case of the case of Joy was rested and the case of Jo

wanted and adid vist from monitor show up by himself. I have examined the opulsions all it did hib to a pithent that was runing east from fits house; there is no sider that the had any righted but obtained the his of trees of the call to do about it if they do yo. besieve

Shannon discharged Salis, who refused senting him with a thousand dellar set to sign the parole offered by the military, for want of jurisdiction.

James Emmons had a claim bed and he wanted five ocres more and tried to induce me to take to beside his (Hackett's); I took torr Hackett did not go along; I were down and the Masquisces were for thick dist i concludes not to berak; Firm no claim staked out; he has expressed himself since in relation to the craim; said he wants when he talked to me about taking a claim, that I thought P should stay where I was, that I liked the place well anough; I did not see Hackett's name on a tree; I now the claim he represented was his

and say the timber he described.

Cross examined by Mr. Toylor: -Mr.

Hackett has lived on the NW of sec. 4 with his family since I have known him

ant he had a claim on Apple Creek.

Re-direct: - Mr. Hackett and his son stopped in Burleigh's quarters before his family arrived; he said he put up the farther end of the quarters for himself and if that was so be lived in a house erected by himself when I came into the country; he moved into the house where he now lives with his family, about the 14th of August 1872; he got the slabs about the 10th of August; was with him when he got one load of slabs; he was building his house at that time; his family came into a slab shack on the same ground his house was subsequently built upon; as near as I can recolect from the 22d to the 28th of

August 1872.

L. C. Jacoby here withdrew from his appearance for Joy, and did not conducte the examination on hisbehalf.

Matthew O'Brien segrn: On or about the 12th of September 1873 Mr. Hactett offered me two lots in Bismarck; I made an affidavit for him about that time; I made the affidavit for the consideration of the lots promised me; Hackett stated to me that he had bought a lot of Mr. Sweet and wanted that affidavit for the purpose of showing that Sweet had made threats for the purpose of making people buy lots; I heard the amdavit purporting to be made by me which was read in evidence; I explain the statement made in that affidavit, that Hackett had lived on this claim in a house built by himself since, my arrival here in this way: I objected to that statement at the time of signing. the affidavit but Jackman said that Hackett claimed the Burbight quarters Adjourned unity 14th to thouse the state of the state of

one shown stouthe witnessing (the Cross examined by Col. Sweet: At the affidavit was affered in evidence and time of Proctor's signing that instru-ment he read it himself and it was also vant and improper). I have been ex-read to ham; it was expressed at the lamined as a witness in this case before The time that it was a transfer of the sin behalf sulfin dopposed the displan-lot and he was to give possession in ten attend laye given that laftiday it is true. Asys. 100 or a required supposed by Mr. Floriday to the time we made this affiday it we then taken up and Goo. A. Joy was heard nothing about the townsite; 1.

September 1873 Hackett offered mestwo what Hackett water and the affidavit september 1873 Hackett offered mestwo what Hackett water and wanted he had bought a lot of Sweet and wanted that time, I pld not make it for the consideration of these lots, Hackett water is to show that he was for consideration of these lots, Hackett stated he had bought a lot of Sweet and wanted that affidavit for the purpose of showing that Sweet had made threats to make people buy lots.

The consideration of the constant of the called: On or about the 12th day of huswat the timewe made the affidirit

his examination bushes with and that a speak a tested method for the control of t half bought a slotationant sweet and the cept that put up in front of a stone but up by himself. I have examined the day quesided beneating this arthib July

antain to



he Ni of section 4; there is a water tank, coal bunk, two engine houses, a small effica the tare this on the series improvements on the SE, and NE; on the SW1 of the NE1 there are substant way, one of the best in town which it many for his town to be alf; at bot mention because in town which it many for his town to be alf; at bot mention because in town which it many for his town to be alf; at bot mention because me there are substantial railroad improve- and be d—d. I would not pay him a ments, warehouse, depot &c. on the SE1 of the NW1, and a lumber yard; on the right of way conveniently located for shipping lumber, owned by Winston & Co.; on the SW1 of NW1 there was a beer saloon owned by Bose; it was called a Brewery but he never brewed any beer there; there is a blacksmith shop on that forty occupied by James Sou-

Cross examined by Col. Sweet: - I never have run out the exterior lines of Proctor's claim; the only lines I have run are the lines of the four forties in the Si of the Ni. I commenced my survey at the SE corner of the Ni of section 4 and run 20 chains north and thence 80 east; that was all I chained; was not endeavoring to find a course line; I mere-ly signted through to get an accurate chaining; the corners of the line run session of this land before Plummer from the west was an easterly one; I think I allowed 150 east variation; T was not particular; I can find an accurate line if it is desired and be, prepared to state it. I made no use of this wariation; I can tell hese corners without a chain; I am as familiar with the corners as I am with the location of Mason's corner, or that of the Catholic church; the line run by me may vary a few feet either way; I cannot tell you the name of any street in town; I never knew of the continuation of a street (Meigs) east of a certain tent frame (Aykar's Pop Factory); Adon't know that Brocton has recently postructed any street; there was no wagon track extending on that street on to Proctor's

extending on that street on to Proctor's land.

Resolute: I commenced at the SW.

In coliner of the NE; of section 4 and 1 don't know that Plummer and processes of my knowledge and pelicit. The of section 4 and 1 don't know that Plummer and processes of the NE; of section 4 and 1 don't know that Plummer and processes of the NE; of section 4 and 1 don't know that Plummer and processes of the NE; of section 4 and 1 don't know that Plummer and processes of the NE; of section 4 and 1 don't know that Plummer and processes of the NE; of section 4 and 1 don't know that Plummer and processes of the NE; of section 4 and 1 don't know that Plummer and processes of the NE; of section 4 and 1 don't know that Plummer and processes of the NE; of section 4 and 1 don't know that Plummer and processes of the NE; of section 4 and processes of the NE; of the processes of the NE; of the processes of the NE; of nelly's Hotel on it, it is called 6th St.; I even with me some day. I know he took not go around his claim in 1872; I went and left May 2d. have seen it so called on the plat; is up-the claim he was being to have seen it so called on the plat; is up-the claim he was being to have seen it so called on the plat; is up-the claim he was being to have application on the plat; is up-the claim he was being to have a plat in my pessession on leave the country and I took possession to take the testimony of which is in the night before he left.

10th St., but I never have found their ards. Woods and others leving Red as bth St., for on 5th St., there is Bailey's Hotel on one corner and on the leving Red against you (to Sweet); the which was denied by the officers, to some here in March 1872; sume a bushel of indictments might be which was denied by the officers, to some here in March 1872; sume a bushel of indictments might be which exceptions were taken and plant. other John Masen's Billiard Hall, while on Oth St. on one corner is Conwhile on the st. of one corner is Connelly's Hotel and on the other a field or meney, the many that had the other among the many that had the other small the other sweet's arrest on a bogus warrant; I were plated on the and the city rested used his team; they clubbed together to was pily to some such thing but I said case on a statute of the counsel for Hackett, Proctor and am positive it running of the counsel for Hackett, Proctor and rangement I know about we hangel would do no good and the counsel for Hackett, Proctor and

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the printing office, the property of the printing office, the printing o

and be d—d. I would not pay him a cent; John Wasson came into the room 82 which I now claim; the land I staked out in 1872 includes the land I now claim except about ten rods on the east side, the government survey made the went into possession in 1878—If was there a week before he moved on to it; he was living, when I returned, on a lot in town; I was appointed Deputy U. S. Marshall for this district on the 17th of

Cross examined by Col. Sweet for Plum man mer and Bitting:-The land I claimed in 1872 extended upon the Wi SWI. When I told Major Woods to testify when I told Major Woods to testify and the land he claims since 1872; I provements that I saw at the time upand be d—d. I was not trying to dis-know where the house and improved on the west half of the SW; there were
sudde him from testifying against me; ments that Jackman had on his claim
I have not sent any person to Major in 1872 were located; the house
Woods to get him hot to testify against was two hundred and forty feet from the
Claim the very evening after my arrime in this case. I arrived upon the west line of section thirty two as surval and went to Plummer's house; it me in this case. I arrived upon the west line of section thirty-two as surland I seek to pre-empt, in 1873, on veyed by the government; I measured the 26th day of April; it might have the distance last night; I think some of been the 27th; I won't swear positively the plowed land he cultivated in 1872

protection; one man had no money but Judge of Probate was ex-officio County Judge Flandreau, on behalf of the

and the printing office, the second region of way; the is east of Prector's line; it is west the printing office of way; the is east of Prector's line; it is west the printing of the particle of the printing of the particle of the particl

it has think I was sloves days gotting through Mr. Je

Woods, in a conversation between him foundation haid; I think when Jackman this case at Mason's Saloon within the moved his house occupied in 1672 he past three weeks, I heard Jackman tell moved it on to the SW4 of the SW4 of woods that he could steetify and be seen 82. while we were talking; Edgerly was d-d he would not pay him a cent, or near the door, others were in the room, words to that effect; Deputy U.S. Mar-John Wasson came in and asked me shall Edgerly was present when this evidence will be districted in the state of the state week preceeding this trial.) The house well acquainted with this locality and was then taken upon a guivale saw which I built on my claim in 1872 is, by the land Jackman claims since Nov. | P. R. Smith sworm I reside in Bisactual measurment 240 feet west of the 1872; it has been notorious and under marck; I am City Clerk, I know Mr.

land I cultivated in 1872 extended upon Jackman's claim; I have heard, the ad-and is included in the SW4 of section verse parties call it their claim; some

3 Gertz Snahed in flack facility facility and corresponding to the property of the process and corresponding to the property of the process and that was all the arrange and the process and that was all the arrange and the process and that was all the arrange and the process and that was all the arrange and the process and that was all the arrange and the process and that was all the arrange and the process and that was all the arrange and the process and that was all the arrange and the process and that was all the arrange and the process and that was all the arrange and the process and that was all the arrange and the process and that was all the arrange and the process and that was all the arrange and the process and the p

rested except as to some documentary made by the Land Officers, and waived evidence and irregulari-

John W. Plummer's case in rebuttal

west line of the SW1 of section 32 stood in this community that that was Jackman; I first knew him in the town 139 range 80; J. S. Carvelle, J. H. Jackman's claim.

Richards and Adam Mann were present a Cross examined by Col. Sweet.—I don't was in the employ of the N. P. R. R.; when the measurement was made. The mean to say that everybody called it I think he was with Churchill's engineer party; parties came to me at Moorverse parties call it their claim; some head in the spring of 1872 and wanted people called it Jackman's claim and to know if I did not want to go to the others called it somebody else's since missouri river, they said if I consented 1873; I never heard it called Major to come out they would give me seven-Woods' claim; some people called it ty dollars per month from a good man Craw's claim; some called it Plummer's. Whom I afterward learned was oack-Re-direct.—It was generally known as man; I came out with him in 1873, ar-Jackman's claim. Jackman's claim.

Recross examined.—I heard all the conversation between Jackman and at that time on section 31 near the river.

Woods that I have related; I have related all that I did hear; my attention I could not buy it from him as I heard was attracted to that from the manner it was on an odd section; he refused in which it was spoken by Mr. Jack- to sell it as he might want it himself; man.

J. S. Cartelle sworn. I. reside in wanted it for himself, I was on the adBismarck; I have known Mr. Jackman Johning spection, 32; there were no imand the land he daims since 1872. I provements that I saw at the time upwas entirely erected; a man was putting earth on the roof; I afterwards saw Plummer living in the house; I went away soon after and was gone six weeks; I think Plummer was living in the house on my return; I have heard by filled on the peak of an arrangement be-

is left in the fall of 1879 he eity that there is an present. Counsel for Hackett, Proctor and Julian Machael Hardent paying the assessment of coats made against their claims amounting to \$125.

The counse for the corporate antherities and the Judge of Probate disclaim any intention of entering any land or property belonging to the Northern Pacific and the country of the country cific railroad company except in trust according to its interest.

All cases was here rested the counsels

for the various partes stipulated at to failure of witnesses to sign their depo-sitions agreeing to abide by the record

ties which may appear in the record.
It was agreed that the briefs of the sttorneys' should be in by July 1st when the case will be forwarded to the Department.

The various attorneys expressed appreciation of the courtesy impartiality and forbearance of the Land Officers and the protracted hearing closed.

B'SMARCK. -

Opposite the N. P. R. R. Depot.

This Hotel is new and kept in Good Style. Travel ers will have exery accommodation to insure the

R. R. M. ARSH & CO., ed to ene paued Proprietors.

JOHN P. FORSTER.

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di na BISMARCK D.T.

FIRST "CLASS" RESTAURANT.

can get any thing you wan

ICE CREAM SALOON machines made new at the Sewing

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Wholesale and Retail dealer in Flour, Feed, Butter, Rgm. 4c., 4c. Northern Pacific dealers with this louise before purchasing elsewhere. the bost brand Sionx City Fri-Tonke

J. C. Oswald

BOURBON AND EXE WHISKIES Brandies | Gine, Wines and Cigars

Minneapolisi and yrindent Minnesota. be II S Court .manage ground the meeting of tipian ration

CRAIG & LARKIN IMPORTERS AND DEALERS IN OROCKERY, FRENCH CHINA.

OSTLAND'S Livery, & Feed



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think I was viewed down cotting through Mr. Joshman left in the fall of 1873 he city that there is an order of the gen

Binnarck, D.T. Jane 9, 1875

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TEMPRAKTURE ETU., EGETHE WEEK Mondat, June 7, 1876.	Suow E Rein		18
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Highest temperature, 71°5 Lowest temperature, 32°

During the absence of the Pastor, Sunday Scho will be held as usual at the Presbyterian church at 12 a., and Prayer Meetings Thursday evenings.

Rouse for Rent. A dwelling house, one of the finest Straues, at the jewelry store.

all or os Sewing Machines.

You can get Sewing Machines just as cheap in Bismarck as you can in St. Paul. Sewing Machine Agency.

You can get any thing you want in Machine line, and all old machines made new at the Sewing Machine Agency. Bismarck. D. T.

Augustus Boyden, well known at Bismarck, died at St. Paul on the 1st inst.

MACLATED, formerly of Raymond & Al-

A 7th Cavalry deserted a few days ago force Grant sydently mes it im the

Col. Louisberry has gone to Fargo to attend the U.S. Court, and to Duluth or Me will be back in a few days.

Carlos Mann and bride arrived Friday evening, and Frank Geliving and bride other old bachelors go and do likewise.

ceived denote orders to relation to the expedition, but is confident an expedi-tion will be act out less in at Lin-coln sometime in July.

and the life last mooting. The work and the Indians will reconstruct they are entitled to and the ampense of fight street is improved about a thousand ing them will be largely diminished.

Ber O. H. Elmer, of Moorkead, will preach at the Preabylarian Church at Riemarck next Sunday morning, and on the 10th Rev. R. F. Sample, of the Westminster Church, Minhespolis.

ed by the Indians at Spread Eagle wood, yard, about 80 miles below Fort Peda, on the Shat, He and Associates, a man and a squaw, gave the fifteen red devils a lively deal, and flasily drove them off but one of the mea was first killed.

Gen Daniel beasure, father of Mrs.

J. W. Haymand, delivered the address at Man Camble, Desir, on decoration day to the South of the South of the Water by the South of the South of the Water by the South of the So

as a gentlement and soldier.

We are interest on good authority that the city efficers will, during the present west, thak a general raid upon hoge running at large, and dogs upon which no takes have been paid. It is necessary with the ordinances than to be fined, and them heat for a then to be fined, and then bent for a lived at Fort Benton on the 27th, left ed in the Tamura the official paper of there for Sioux City on the 1st, arriv-

dev days input tense gene to Standing tana and Benton drought, and took 27. Rocketo sents Col. Poland in the cliedinal took additional to Bismurch, and several doction of the new post at this point. all phistogers, among their Chief A. Col. Polandy command left Ft. Lincoln Broadwater and sister. She took the for Standing Rock Biday Lieut To parge of the John M. Chumbers at H. Eckersen (2000 of Major deckerson, Depot Quartermaster at Bismarck, has been appointed A. A. Q. M. at Standing

Robert Farrell, of Bismarck, died Express Company: suddenly at Farge Saturday night. He was playing a game of abilliards, and falling on to the finer, was carried to his room, and lingering autil Sunday morning, died. A post morten exami-nation was had and it was found the brain was seriously affected. Farrell was attending the U. S. Court as a wit-

Rice & Co., Lithographers, St. Paul have just issued a new pocket map of Dakets, corrected for 1875, from the report of Custer's explorations in the Black Hills last season, and from the U.S. surveys in Dakots the past year, and to show the new countries organized in the Black Hills region last winter. It is the only reliable map of Dakota published, and will be sent to any address on receipt of \$1.25, or to the trade at a liberal discount. Every Black Hiller. ought to have a copy.

Rupert Seidenbush was consecrated Bishop of the new diocese of North Minnesots and Deliota at the nathedral in St. Cloud last Sunday. The new Bishop for many years was well known in St. Cloud as the order of St. Benedict, residing at the Abbey of St. Louis on the lake near that city. The new diocese takes in Northern Minnesota and that portion of Northern Dakots cast of the Missouri river.

Gen, Grant has written a letter to Gen. White, President of the Pennsylvania, Rapublican convention in which he says he is not a candidate for a Third Term and would not sceept a nominalen, died suddenly at St. Paul last Tues! tion unless it came in such a way, which had does not deem probable, as to make the County Warrants inseed before the first day of January at a low rate of freight, a lot of letter to full of good points and is charten found to be less than \$50.00, and receive for the same the Bonds of the best brand Sioux City Flour, which activistic of Grant. We repeat we can that we have the received up to the last of the best brand Sioux City Flour, which activistic of Grant. We repeat we can that we have the received up to the last day of last we have the last of the la David May and Edward Grant, of Co. does not apply to a second with requal same light while disavowing his candil seeing sid Notice of Scizure organ b

all supplies should be sent them through the commissary department of the army There is no doubt about bthis. Army officers hold their positions for life, are liberally baid and are only ambilious to do their whole duty, and hence there is In sometime in July.

but little speculation among them?

Place the management of the Way Department

The City Council ordered the grading in the hands of the Way Department

ing them will be largely diminished.

The Manitoba, one of the new boats to Monday movement from Fort Bents and the state week, in litteen feet to Monday moving thaving made the state adding to make the moving the material form of the Merchants line week, in litteen feet of cound trip from Dimineral to Benton to Monday moving made the state of the left had the moving the demand of the Kitson line.

The Benton returned from Fort Benton to the first made the state adding to moving the demand of the first at the left had form water, if a blind in white the internal and return in twenty-four days. She am Children was a state of the left bismarek on the late of May are left bismarek on the late of the State of the left had to make the left had the left h and the Nellie Peck, which left Here on the 6th, the same day. Returning, the Benton left Benton June 2, arriving at Carroll at 8 p. m., and at Bismerck at 6 a. m. the 7th. She met the C. W. Mend near Carroll on the 3d and the Key West 25 miles above Fort Pook at 3 p. m. the same day, She met the Pontenelle on the 4th at Amelia Pos Bend at 2 p. m. The Katy P. Kounts was met 5 miles above the Little Mis-

Souri about noon Sunday. A sulvoid I repaired herself and has gone on her way to Benton, making good time, from the the same Agents. Old the road which it would appear the was not as BISMAROK, and the same had a D. T.

badly injured as represented.

The Key West is expected to return so as to leave for Carroll Saturday.

The May Lowry is loaded for up river, and will leave to day.

The Benton had twenty-five passengers and a full load of robes; polts, hides and ores. She lay at Bismarck but an hour and proceeded on her way to Sioux City, following closely in the wake of the Nellie Peck:

the city, being full notice to everyone. ing at Bismarck on the 6th inst. She

marck, where it will await the Dector's as The Kity P. Monate will deposit the Dector's as The Kity P. Monate will deposit the Territory He is what to will be a caude of David Thing of the Anator of the Control of th His case at Mason's Saloca dotinaY

Money will the carried at the follow togrates the coming summer by the U.S.

51 to 75 40c

New Advertisements

AN ORDINANCE RELATING TO PIRE WORKS AND DIS-CHARGE OF FIRE ARMS WITHIN THE CITY LIMITS.

The City Council of the City of Blamarch

Sacrious 11 That no perion hatto hereafter Bactron 11 That he period that hereafter explete, hard at fire; off any stocket, firm consolver. Repeted, hard and the original of the man Candle or other species of fire work or pyrosechpic the pay within the corporate limits of the City of Baserck, nor shall say person hereoff discharge of explode any gun, pistol or other, weapon except as provided in this ordinance within said city limits.

"Sac. 2. Kay person, corporation or association desiring to fire any salute, or exhibit any display of fire works or torchlight meeting or, procession within the habits of this city; shall obtain the permission of the City Centellion Maye; therefor, which permission of the City Centellion Maye; therefor, which permission of shall be fired. Or display is chiliplat meeting or procession 2 hall Michiglace. Sac. 3. Mething in this cedificate, that the procession of the combrace any firing of a gun, pistol or other species of the arm when done in the lawfel defense of person property or family, or in the necessary enforcement of the laws.

She, 4. Any person violating any of the provisions of facility in the city. Insting of the Peace for each violating hereon the city family.

Size. 4. Any person riotating any of the provis-lems of floation one of thir artimates, his ill appenden-ylation before the City, Justice of the Peace for each and every offense, be punished by a fine of not less than one or have thin fifty bollars and costs of pros-contion, and be imprisoned until such fine and costs are paid, not exceeding 80 days.

Size 5. This windmance shall take effect and be in force from and after its publication.

Approved May 20th, 1875.

Approved May 20th, 1875.

Articles P. R. ISBETTH, Otty Glorie.

Bend Notice.

By order of the Board of County Complissioners.

By order of the Board of County Complissioners.

P. Singison, Clerk.

ter next weeks: no near trade and in the property made some taking about 5 gallous flar bit. Any person of the limited about 5 gallous flar bit. Any person of the marging disclosures in relation 180 the the made some thinks the street where the publication of the management of the indians wises that

100 Inomiologi Tohuu maDeputy Collecte Timberon medicaders is a series of attached to a series of a serie

hes been issued against nod and seur preparity attached of to eating the demand of Robert Wilson amounting to \$22.50. "Now; titless" you mail appear agree Thus Tas Etter United you man appear when the Tage Tas Etter United to find English and we also be also County, at his andre on the 28th day of June, 1875. The County is a county of the county of th

HO! ALL YE THAT HUNGER PROCENCOLN RESTAURANT. Marie deconfest the second business Four Seres Morte at he of gonom to beligge se en TIMET CLASS RESTAURANT.

Whithen and lockable at the Fort case End me always

QUIAR DELAMATER ... S. C. C. C. P. FLARWENT Delamater & Flankery ATTORNEYS AND COUNSELLUES AT LAW,

Lands located Abstracts of title furnished, and collection of claims promptly attended to: 1-172f CLOTHING: J. W. Witson & Bro. Dry Goods Groceries, Boots, Shoes, &c.

J. D. MEARDON — Groceries, Provisions; Liquere

OULD & Co., Liquors, Cigare, Mude. Vid DISSOLUTION NUTICE.

The co-paristration ingrespiere existing under the firm name of pools a little to this day dissolved by distillation content. Att detends the third time, must be paid to, and all impulsion will be acceled by J. W. MILLEY.

Look the put it there and Proctor vork on it. The school box

that and the printing bines, age, is Proctor work on it. The school because the railroad right of way; the is east of Proctor's line; it as west

now whether the east and west the railroad track extends across the EOF are exactly parallell. John I Juckman recalled in rob

TON THE STREET

PT. LINCOLN AND BISMARCK

8 a. m. 10 a. m. 1 p. m. 4 p. m. Daily. LEAVES THE POINT OPPOSITE LINCOLN

10 a. m. 12 m. 3 p. m. 6:30 p. m. Daily On Subdays the Omnibus will only make the S s. m. and I k. m. trips.

Leave orders at my steep.

34.8m

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PRODUCE AND COLORISSION CHOICE WINES.

Liquors.

CIGARS wird benefit of the CCO.

Cor. Main. and Hits Streets, Pleases, D. T.
and Morrhand, Rich.

DUNN & CO. DRUGGISTS

Bismarck, D. T.

1875. COULSON LINE.

Speed, Splender and Rafety Combined Josephine and Key West

Northern Pacific R. R. Diamond R Lines.

Saturday, June 12,

a team, the other had no team but so come out here and that was all the

Kountz, Line word Language of Kountz, Line word Language of the Kountz, Line word Language of the time of the Kountz of the time of time of time of the time of the time of time o

emption—each one was for hims ther, Cal Et Man Hard ment or understanding whereby KATIE P. KOUNTZ of the land to which title was to be

PONTENELLE,

The above steamers have been built stausch, a suited to the havingstion of the Upper Bliswort.
The propriete of the above line is prepared to reside freight through from New York, St. Lemis, Or care and Pittaburgh to all points on the Upper Mount river. For Beston, Helens, and Virginia is Montana, Tarritary.

Per information relative to freight or passage apply W. J. KOUNTZ, Allegheny, Pa. WM. EKRITHWAFTE, Bistarck, D. T.

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STAGE LINE.

The Bismarck and Fort Buford U. S. Mail and Stage line will run as follows: Gentre Sours: Leave Fort Buford at 6:80: a. m., Fridays, arriving at Bismarck on Sunday evening. Genne Noars: Leave Busmarck at 6:80 a. m., Fridays, arriving at core Busmarck at 6:80 a. m., Welnestays, Leave Fort Stevenon at 6:30 a. m., Welnestays, arriving at core Busmarck at 5:80 a. m., Welnestays, arriving at core Busmarck at 5:80 a. m., Welnestays, arriving at core Busmarck at 5:80 a. m., Welnestays, arriving at core Busmarck at 5:80 a. m., Welnestays, arriving at core Busmarck at 5:80 a. m., Welnestays, Busmarck at 6:80 a. m., Welnestays, Busmarck at 6:80 a. m., Welnesta 6:80 a. m., Busmarck at 6:80 a

JOHN HATHEIS' Carpet House! Carpete, Wall Paper and Window Shades, there and Muslin Curtains, 44 and 46 W Third Street, St. Paul,

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EMPIRE SHAVING CIVAireet on to Pro BATHING ROO

General Supply Store

DRY GOODS, OLOTHING. The dividing the worth Privileg Ac. The Country of the Country of

virting each it so called on the spining the some day. I know he to the second of the

ECRIORD & RYAN 5 Merchant Tailors and crosses what Sweet terms Me St.; I don't know now much farther;

Ready of Harberinson me eds sered ym Clothing

Gente iFurnith chief chiak the dista is 60 feet, the street is laid out

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HAIR COTTING, SHAVING AND Ladies Half Dreams, some in the Ladest Fashion.

An Tonsorial Work December & Workmanlike Manner.

Attention Hersemen! All those who have horses afflicted with any kind

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